DEFENSE

Joint Strike Fighter Program

Agreement Between the
UNITED STATES OF AMERICA
and TURKEY Supplementing the
Memorandum of Understanding of
January 17, 2001

Signed at Washington July 11, 2002

with

Annexes

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

TURKEY

Defense: Joint Strike Fighter Program

Agreement supplementing memorandum of understanding of January 17, 2001.
Signed at Washington July 11, 2002;
Entered into force August 10, 2002.
With annexes.

SUPPLEMENT

BETWEEN THE

DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

ON BEHALF OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE

UNDERSECRETARIAT FOR DEFENSE INDUSTRIES

ON BEHALF OF THE MINISTRY OF NATIONAL DEFENSE

OF THE GOVERNMENT OF THE REPUBLIC OF TURKEY

UNDER THE MEMORANDUM OF UNDERSTANDING

CONCERNING THE COOPERATIVE FRAMEWORK FOR

SYSTEM DEVELOPMENT AND DEMONSTRATION OF THE

JOINT STRIKE FIGHTER

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NOTE: Some page numbers appear to be out of sequence with contents of this document.

INTRODUCTION

The Department of Defense of the United States of America (U.S. DoD) on behalf of the Government of the United States of America and the Undersecretariat for Defense Industries on behalf of the Ministry of National Defense (TR MND-SSM) of the Government of the Republic of Turkey (GORT), hereinafter referred to as the "Participants":

Recognizing that this Supplement is subject to the Memorandum of Understanding among the Minister of National Defence of Canada, the Ministry of Defence of Denmark, the Ministry of Defence of the Republic of Italy, the State Secretary of Defence of the Kingdom of The Netherlands, the Ministry of Defence of the Kingdom of Norway, the Undersecretariat for Defense Industries on behalf of the Ministry of National Defense of the Government of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America concerning the Cooperative Framework for System Development and Demonstration of the Joint Strike Fighter (JSF SDD Framework MOU) and any amendments thereto;

Recognizing their efforts within the North Atlantic Treaty Organization to develop and maintain an advanced industrial and technological capability, and the importance of the mutual flow of defense procurement and technological know-how as well as an increased defense production capability for the security of both nations;

Desiring to improve their mutual conventional defense capabilities through the joint development, sharing and application of emerging technology through full cooperation on technology release throughout the System Development and Demonstration (SDD) Phase of the JSF Program and any cooperation in subsequent phases;

Having regard to the need of the U.S. Air Force for a Conventional Take-Off and Landing (CTOL) aircraft to replace the F-16 and A-10 aircraft, and the needs of the Turkish Air Force for a JSF aircraft to replace some of their current inventory of F-16 and F-4 aircraft;

Recognizing the TR MND-SSM's involvement in the JSF Concept Demonstration Phase via a Foreign Military Sales case; and

Desiring to enter into cooperation in the JSF SDD Phase with a view to subsequent cooperation in JSF developmental upgrades, production, and support;

Affirming that if the U.S. DoD and TR MND-SSM decide to extend their cooperation to JSF production and support, they will use their best efforts to ensure that such cooperation maximizes benefits (including financial) that will accrue to each of them;

Have reached the following understandings:

SECTION I

DEFINITIONS OF TERMS AND ABBREVIATIONS

The Participants have jointly decided upon the following definitions for terms used in this Supplement.

JSF Cooperative Project Personnel	TR Undersecretariat for Defense Industries and Turkish Air Force members or civilian employees assigned to the JSF Program Office or U.S. DoD field activities who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning or other functions in furtherance of the Project.
JSF Senior Warfighter Group	The operational community advisory group, chartered to support the JSF Program Office in the SDD Phase, that consists of representatives from the services of the JSF SDD Framework MOU Participants and which meets on an ad hoc basis.

SECTION II

OBJECTIVES AND SCOPE

2.1. The objective of this Supplement is to establish the detailed provisions concerning the responsibilities and benefits of the Participants under the Project in accordance with the JSF SDD Framework MOU.

2.2. The Participants intend to promote industrial and technological cooperation between the United States and Turkey during the JSF SDD Phase.

2.3. During the JSF SDD Phase, the Participants will design, develop, and qualify the JSF Air System which fulfills the joint Operational Requirements Document (ORD) dated 13 March 2000, and any changes thereto, and is as common to the U.S. Air System as is possible within U.S. national disclosure policies. The Participants intend to enhance interoperability between the U.S. DoD and the TR MND-SSM through JSF SDD Phase cooperation and any cooperation in subsequent phases.

2.4. The U.S. DoD will use its best efforts to provide the TR MND-SSM with the opportunity to obtain equipment and systems produced under U.S. DoD programs other than the JSF Program, to the extent that such equipment and systems are needed to meet the JSF Air System performance requirements specified in the joint ORD and further detailed in the Joint Model Specification (JMS).

2.5. The U.S. DoD and TR MND-SSM intend to pursue future cooperation in JSF developmental upgrades, production, and support under separate arrangements, or amendments to the JSF SDD Framework MOU and this Supplement.

SECTION III

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

3.1. The JSF SDD Framework MOU established the Executive Committee (EC) and provided that the U.S. DoD EC representative shall be the JSF Program Director (or successor in the event of reorganization). The TR MND-SSM EC representative shall be the Deputy Undersecretary for Defense Industries (TR SSM) (or successor in the event of reorganization).

3.2. The JSF SDD Framework MOU also provided for plenary EC meetings. The U.S. DoD and the TR MND-SSM EC representatives shall hold semi-annual U.S. DoD-TR MND-SSM-only meetings, if necessary, to address issues of concern to the Supplement; additional meetings shall be held at the request of either representative, when appropriate, giving one month's notice to the other. The Participant hosting the Supplement-specific EC meeting shall chair the meeting, unless otherwise mutually determined. In addition to the Supplement-specific EC responsibilities contained in paragraph 4.5 of the JSF SDD Framework MOU, the following EC responsibilities under this Supplement shall require mutual agreement:

3.2.1. Approving the U.S. DoD-TR MND-SSM JSF Program Office Integrated Project Team (IPT) Personnel Description Document (PDD).

3.2.2. Amending Annex A (Supplement Management Structure).

3.3. The U.S. DoD and TR MND-SSM EC representatives shall also promptly apprise and consult on any matters that affect the Supplement and resolve any issues brought forth by the Director, JSF International Directorate (JSF/ID) and the TR National Deputy.

3.4. In addition to the responsibilities related to the Supplement described in paragraph 4.7 of the JSF SDD Framework MOU, the Director, JSF/ID, shall be responsible for:

3.4.1. Preparing, in conjunction with the TR National Deputy, a U.S. DoD/TR MND-SSM JSF Program Office IPT PDD for the approval of the U.S. DoD and TR MND-SSM EC members.

3.4.2. Referring to the U.S. DoD and TR MND-SSM EC members issues related to the Supplement that the Director, JSF/ID cannot resolve.

3.4.3. Accountability to the U.S. DoD and TR MND-SSM EC members for timely release of Project Information furnished by the U.S. DoD to both GORT IPT members and GORT personnel based in Turkey.

3.5. The TR MND-SSM shall provide a National Deputy in accordance with Annex A, who shall be assigned to IPTs within the JSF Program Office and U.S. DoD field activities. Specific TR National Deputy responsibilities are identified in Section 3.6 below. Specific IPT responsibilities for TR MND-SSM personnel shall be identified in the U.S. DoD/TR MND-SSM JSF Program Office IPT PDD. Additionally, Annex B (JSF Cooperative Project Personnel) establishes provisions for the general conduct of TR MND-SSM personnel located in the JSF Program Office and U.S. DoD field activities. Annex A (Supplement Management Structure) depicts the management structure established for this Supplement.

3.6. In addition to assigned IPT responsibilities, the TR National Deputy shall be responsible for:

3.6.1. Supporting the Director, JSF/ID in the day-to-day administrative management of both the JSF SDD Framework MOU and this Supplement, to include oversight of the TR MND-SSM assigned staff.

3.6.2. Providing day-to-day TR MND-SSM representation within the JSF Program Office on all matters related to the Project to ensure effective TR MND-SSM insight into the Project.

3.6.3. Assisting the JSF/ID in developing the Financial Management Procedures Document (FMPD), Project Security Instruction and Classification Guide, and IPT PDD.

3.6.4. Serving as an observer in the change control and approval process for the Contract Specification.

3.6.5. Performing other tasks, as may be assigned by the Director, JSF/ID.

3.7. GORT military personnel and civilian employees not assigned to the JSF Program Office in the United States of America may attend JSF Program Reviews, Engineering Technical Meetings, and other similar events, subject to the

requirements of Section X (Visits to Establishments) of the JSF SDD Framework MOU and subject to the approval of the Director, JSF/ID and the TR MND-SSM.

3.8. Representatives from the Participants' operational communities will participate in the JSF Senior Warfighter Group.

3.9. In the event external audits concerning the Project are conducted by the supreme audit institutions of the Participants' nations, such reports will be provided by the applicable Participant to the EC representative of the other Participant.

SECTION IV

FINANCIAL PROVISIONS

4.1. In keeping with the requirements of paragraph 5.4 Section V (Financial Provisions) of the JSF SDD Framework MOU, which reflects that the sharing of Project costs will be equitable, the Participants set forth the following provisions regarding their equitable contributions to the Project. The U.S. DoD share of the Financial Cost Target is established in Section V (Financial Provisions) of the JSF SDD Framework MOU. The TR MND-SSM share of the Financial Cost Target of the Project, as identified in paragraph 5.2 of Section V (Financial Provisions) of the JSF SDD Framework MOU, is $175 million Then Year U.S. Dollars. In no event shall this TR MND-SSM share be increased without the written consent of the TR MND-SSM. The Participants recognize that TR MND-SSM intends to pursue making additional contributions not to exceed $75 million Then Year U.S. Dollars, subject to mutual agreement. Any such additional contributions shall be reflected in an amendment to this Supplement.

4.2. In the event that the actual total cost of the Project (including overhead costs, administrative costs, and the cost of claims) is less than the Financial Cost Target identified in paragraph 5.2 of Section V (Financial Provisions) of the JSF SDD Framework MOU, the Participants will endeavor to ensure that the TR MND-SSM receives any difference between (1) the TR MND-SSM financial contributions actually provided to the Project and (2) the TR MND-SSM's share of the actual total cost of the Project (which share will be in the same proportion as its proportion of the Financial Cost Target).

4.3. The TR MND-SSM non-financial contribution includes the personnel assigned to the JSF Program Office and DoD field activities in accordance with Annex A (Supplement Management Structure).

4.4. U.S. DoD research and development costs incurred for the Air System shall not apply to any Air Systems that may be exported to the TR MND-SSM pursuant to U.S. commercial export licenses in accordance with any future cooperative production arrangements. On any future foreign military sale by the U.S. Government to the Turkish Government of the Air System, the U.S. DoD shall consider excluding from the price of the Air System all of the U.S. DoD research and development costs incurred for the Air System, provided that the TR MND-SSM does not withdraw from the JSF SDD Framework MOU and this Supplement. In the case of TR MND-SSM

withdrawal, the financial contribution made by the TR MND-SSM up to the date of withdrawal shall be taken into consideration regarding any such future foreign military sale. In any event, the amount of the contribution of the TR MND-SSM to the Project will be excluded from the price of any Air System sold by the U.S. Government to the Turkish Government.

4.5. The Participants recognize that pursuant to paragraph 12.7 of the JSF SDD Framework MOU, they will be given the opportunity to receive levies from sales and other transfers to Third Parties of equipment developed under that MOU.

4.6. Recognizing that it is important to both Participants to minimize the exchange rate risk upon the cost of the Project, the Participants will use their best efforts to formulate a solution.

SECTION V

CONTRACTING PROVISIONS

5.1. The Participants recognize that the provisions of Supplementary Agreement Number 2 Between the Governments of the United States of America and of the Republic of Turkey on Defense Industrial Cooperation of 29 March 1980 establish the principle that full consideration will be given to all qualified industrial resources in each country.

5.2. The U.S. DoD will provide the TR MND-SSM with insight into the subcontracting for the Project via IPT participation, attendance at Program Management Reviews, and access to the JSF Program Office electronic network. The Participants recognize the importance to the Project of subcontracting competitions that are conducted fairly and provide best value.

SECTION VI

JOINTLY ACQUIRED EQUIPMENT

6.1. In those instances in which the U.S. DoD elects to dispose of Jointly Acquired Equipment by transferring such equipment to another Participant in accordance with paragraph 7.6 of the JSF SDD Framework MOU, the U.S. DoD will offer that equipment to each of the Participants of the JSF SDD Framework MOU in order of the magnitude of their financial contributions to the Project. The U.S. DoD will consult with the TR MND-SSM and the other JSF SDD Framework MOU Participants in order to achieve a distribution of this Jointly Acquired Equipment in proportion to the Participants' financial contributions.

SECTION VII

DISCLOSURE AND USE OF PROJECT INFORMATION

7.1. In accordance with paragraph 8.1.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the following disclosure limitations shall apply to this Supplement: the U.S. DoD shall not disclose Project Information contrary to its national disclosure policies. However, TR MND-SSM will be provided with all relevant releasable Project Information needed to autonomously operate, maintain and support the JSF Air System to its maximum capability.

7.2. Subject to the provisions of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU and to U.S. national disclosure policies, the TR MND-SSM will be provided all of the Project Information acquired in the implementation of Section III (Scope of Work) of that MOU, including but not limited to the following: design criteria and software, operation and support of the TR MND-SSM JSF Air System; implementation of Affordability Initiatives, including new and innovative project management, logistic, manufacturing, and engineering practices, and the investigation of the costs and benefits associated with the Participants' operation of the Air System.

7.3. The TR MND-SSM will be provided with copies of the following documents for the JSF Program (and changes thereto) upon entry into effect of this Supplement: the Acquisition Program Baseline; the joint Operations Requirements Document; the Joint Model Specification; the Contract Specification; the Contract statement of work; and, the Integrated Master Plan. The Air System Life Cycle Plan, which addresses JSF autonomic logistics, will be provided to TR MND-SSM after delivery to the U.S. DoD by the Air System Contractor.

7.4. In accordance with paragraph 8.1.3 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the extent and manner to which the TR MND-SSM shall be given access to electronically provided Project Foreground Information are as follows: The TR MND-SSM shall have timely access to such electronic data to the extent consistent with the disclosure limitations in paragraph 7.1 of this Supplement.

7.5. Paragraphs 8.2.2, 8.4.2, and 8.5.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD

Framework MOU require that each Supplement specify the purposes for which each Participant other than the U.S. DoD may use or have used Government Project Foreground Information, Contractor Project Foreground Information, and Contractor Project Background Information delivered under Contracts awarded in accordance with the JSF SDD Framework MOU, respectively. For the TR MND-SSM, those purposes shall be Project purposes.

7.6. Paragraph 8.8.2 and 8.8.6 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU require each Supplement to specify the purposes for which a Participant other than the U.S. DoD may practice or have practiced Project Inventions for which a Contractor or a Participant, respectively, grants a license under its Patents. For the TR MND-SSM, those purposes shall be Project purposes.

7.7. The Participants acknowledge that TR MND-SSM's rights of use regarding Project Information and Patents under paragraphs 7.5 and 7.6 will allow TR MND-SSM to use that Information for the purposes of achieving the objectives in Section II (Objectives) and Section III (Scope of Work) of the JSF SDD Framework MOU.

SECTION VIII

SECURITY

8.1. All Classified Information and Material provided or generated pursuant to the JSF SDD Framework MOU shall be stored, handled, transmitted, and safeguarded in accordance with the General Security of Military Information Agreement between the United States of America and Turkey, of 21 March 1986, and including the Industrial Security Annex thereto, of 14 July 1986.

8.2. Existence of this Supplement is UNCLASSIFIED and the contents are UNCLASSIFIED.

SECTION IX

AMENDMENT, ENTRY INTO EFFECT, AND DURATION

9.1. This Supplement may be amended in accordance with Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU.

9.2. The TR MND-SSM may withdraw from the JSF SDD Framework MOU and this Supplement if it concludes that the Turkish industrial participation in this Project is not satisfactory.

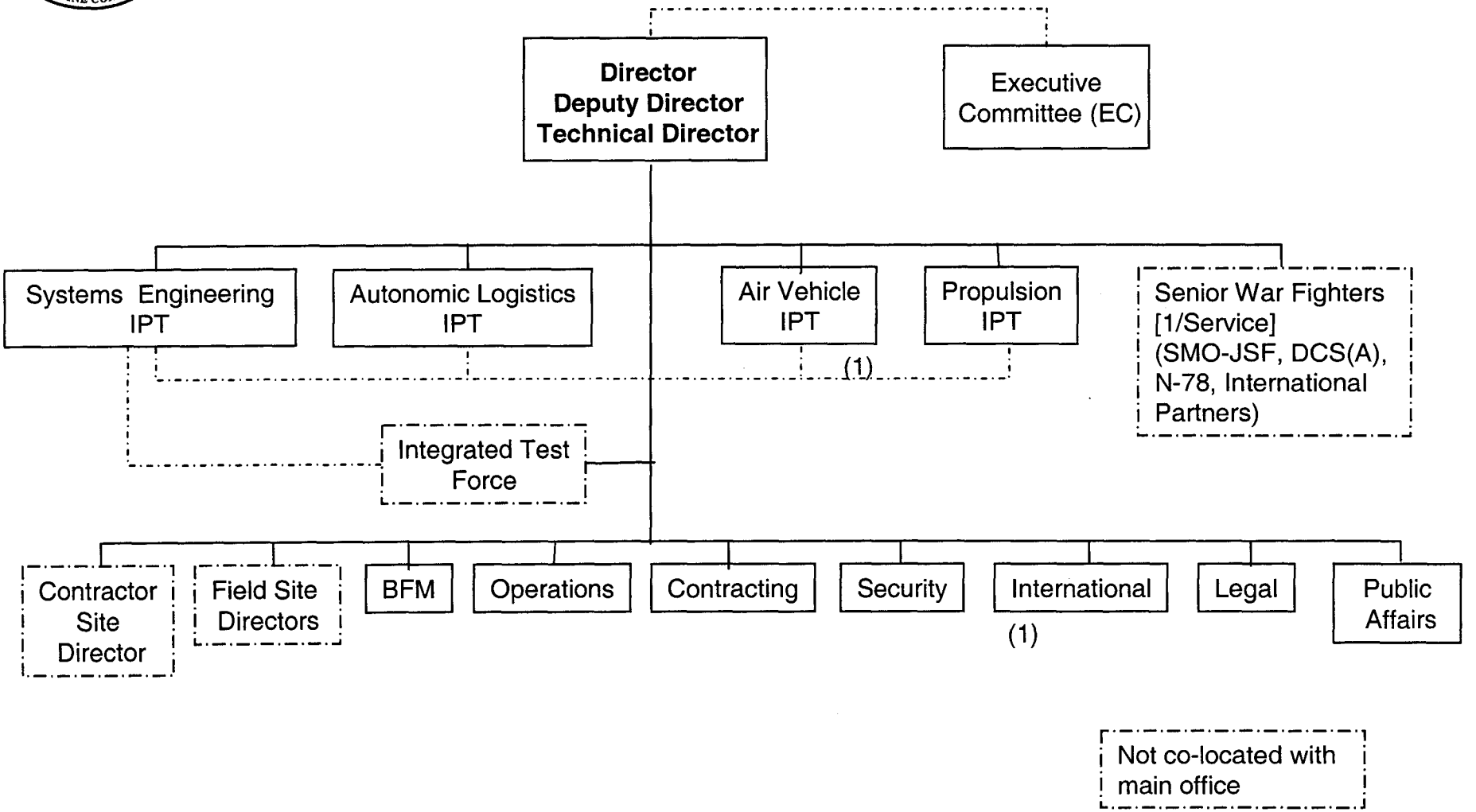
9.3. This Supplement, which consists of nine (9) Sections and two (2) Annexes, shall enter into effect on the date by which all of the following circumstances have occurred: this Supplement and the FMPD have been signed by both Participants; and the JSF SDD Framework MOU amendment to add TR MND-SSM has entered into effect. This Supplement shall remain in effect for the duration of the JSF SDD Framework MOU, unless terminated earlier by the Participants.

The foregoing represents the understandings reached between the Department of Defense of the United States of America on behalf of the Government of the United States of America and the Undersecretariat for Defense Industries on behalf of the Ministry of Defense of the Government of the Republic of Turkey upon the matters referred to therein.

Signed, in duplicate, in the English language by authorized representatives.

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA ON BEHALF OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE UNDERSECRETARIAT FOR DEFENSE INDUSTRIES ON BEHALF OF THE MINISTRY OF DEFENSE OF THE GOVERNMENT OF THE REPUBLIC OF TURKEY
Signature	Signature
E. C. Aldridge, Jr.	**Prof. Dr. D. Ali Ercan**
Name	Name
USD(AT&L)	**Undersecretary for Defense Industries**
Title	Title
11 July 2002	**11 July 2002**
Date	Date
Washington, D.C.	**Washington, D.C.**
Location	Location

Annex A
Supplement Management Structure



Note (1): TR National Deputy - Coalition Warfare/C4I Support Officer

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ANNEX B

JSF COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope.

1.1. This Annex establishes the provisions which shall govern the conduct of JSF Cooperative Project Personnel. The TR MND-SSM shall assign military members or civilian employees to the JSF Program Office or U.S. DoD field activities in accordance with Section III (Management (Organization and Responsibility)), Annex A (Supplement Management Structure) and this Annex. JSF Cooperative Project Personnel must be able to perform all the responsibilities for the positions assigned to them under this Supplement. Commencement of assignments shall be subject to any requirements that may be imposed by the U.S. DoD or the U.S. Government regarding acceptance of JSF Cooperative Project Personnel, such as, but not limited to, visas and visit request documentation. The U.S. DoD and TR MND-SSM EC representatives shall determine the length of tour for the positions at the time of initial assignment.

1.2. JSF Cooperative Project Personnel shall be assigned to the JSF Program Office or U.S. DoD field activities for Project work and shall report to their designated supervisor within those organizations regarding that work. JSF Cooperative Project Personnel shall not act as liaison officers for the TR MND-SSM. However, such personnel may act from time to time on behalf of the TR MND-SSM's EC representative if the latter so authorizes in writing.

1.3. JSF Cooperative Project Personnel shall not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

2.0. Security.

2.1. The U.S. DoD and TR MND-SSM EC representatives shall establish the maximum level of security clearance required to permit JSF Cooperative Project Personnel to have access to Classified Information and Material and facilities in which Classified Information and Material are used in accordance with the Program Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and Material and facilities in which Classified Information and Material are used shall be consistent with, and limited

by, Section II (Objectives) and Section III (Scope of Work) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and shall be kept to the minimum required to accomplish the work assignments.

2.2. The TR MND-SSM shall cause security assurances to be filed, through the TR Embassy, specifying the security clearances for the JSF Cooperative Project Personnel being assigned. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established U.S. procedures.

2.3. The Participants shall use their best efforts to ensure that both TR MND-SSM and U.S. DoD personnel assigned to the JSF Program Office or U.S. DoD field activities are aware of, and comply with, applicable laws and regulations pertaining to Controlled Unclassified Information and Classified Information and Material as well as the requirements of Section IX (Controlled Unclassified Information), Section X (Visits to Establishments), Section XI (Security), and paragraph 18.7 of Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and the PSI and CG. Prior to commencing assigned duties, JSF Cooperative Project Personnel shall, as required by U.S. Government laws, regulations, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. JSF Cooperative Project Personnel shall at all times be required to comply with the security and export control laws, regulations and procedures of the U.S. Government. Any violation of security procedures by JSF Cooperative Project Personnel during their assignment shall be reported to the TR MND-SSM for appropriate action. JSF Cooperative Project Personnel committing willful violations of security and export control laws, regulations, or procedures during their assignments shall be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the TR MND-SSM.

2.5. All Classified Information and Material made available to JSF Cooperative Project Personnel shall be considered as Classified Information and Material furnished to the TR MND-SSM and shall be subject to all of the provisions and safeguards provided for in Section XI (Security) of the JSF SDD Framework MOU, Section VII (Security) of this Supplement, and the PSI and the CG.

2.6. JSF Cooperative Project Personnel shall not have personal custody of Classified Information and Material or Controlled Unclassified Information, unless approved by the JSF Program Office and as authorized by the TR MND-SSM on a case-by-case basis. They shall be granted access to such Information and material in accordance with Section IX (Controlled Unclassified Information) and Section XI (Security) of the JSF SDD Framework MOU and the provisions of the PSI during normal duty hours and when access is necessary to perform Project work.

2.7. JSF Cooperative Project Personnel shall not serve as a conduit between the U.S. DoD and TR MND-SSM for requests for and/or transmission of Classified Information and Material or Controlled Unclassified Information unless specifically authorized by the PSI.

3.0. Administrative Matters.

3.1. Consistent with U.S. laws and regulations, JSF Cooperative Project Personnel shall be subject to the same restrictions, conditions, and privileges as U.S. DoD personnel of comparable rank and in comparable assignments. Further, to the extent authorized by U.S. laws and regulations, JSF Cooperative Project Personnel and their authorized dependents shall be accorded:

3.1.1. Exemption from any U.S. Government tax upon income received from the TR MND-SSM.

3.1.2. Exemption from any U.S. Government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. Upon or shortly after arrival, JSF Cooperative Project Personnel shall be informed by the JSF Program Office or U.S. DoD field activities about applicable laws, orders, regulations, and customs and the need to comply with them. JSF Cooperative Project Personnel shall also be provided briefings arranged by the JSF Program Office or U.S. DoD field activities regarding applicable entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to JSF Cooperative Project Personnel and their dependents at U.S. DoD medical facilities, subject to applicable laws and regulations, including reimbursement requirements.

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs for JSF Cooperative Project Personnel and their dependents, subject to applicable laws and regulations.

3.2.3. Responsibility of JSF Cooperative Project Personnel and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by JSF Cooperative Project Personnel and their dependents, the recourse shall be against such insurance.

3.3. The JSF PD, through the JSF Program Office and U.S. DoD field activities, shall establish standard operating procedures for JSF Cooperative Project Personnel in the following areas:

3.3.1. Working hours, including holiday schedules.

3.3.2. Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.3. Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.4. Performance evaluations, recognizing that such evaluations must be rendered in accordance with the TR MND-SSM's military or civilian personnel regulations and practices.

3.4. JSF Cooperative Project Personnel committing an offense under the laws of the government of either Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the TR MND-SSM. Disciplinary action, however, shall not be taken by the U.S. DoD against JSF Cooperative Project Personnel, nor shall JSF Cooperative Project Personnel exercise disciplinary authority over U.S. DoD personnel. In accordance with U.S. laws, regulations, and procedures, the U.S. DoD shall assist the TR MND-SSM in carrying out investigations of offenses involving JSF Cooperative Project Personnel.